

United States Bankruptcy Court

For the NORTHERN District of IOWA

IN RE: EVON WEDEMEIER, Debtor.

CLAY EQUIPMENT CORPORATION,
a/k/a Clay Holding, Inc., Plaintiff
v.

EVON WEDEMEIER, Defendant

Case No. 92-61555LW

Adversary Proceeding No. 92-6241LW

FILED
U.S. BANKRUPTCY COURT S.C.
NORTHERN DISTRICT OF IOWA

APR 15 1993

BARBARA A. EVERLY, CLERK

JUDGMENT

- ☐ This proceeding having come on for trial or hearing before the court, the Honorable
WILLIAM L. EDMONDS, United States Bankruptcy Judge, presiding, and
the issues having been duly tried or heard and a decision having been rendered.

[OR]

- ☒ The issues of this proceeding having been duly considered by the Honorable
WILLIAM L. EDMONDS, United States Bankruptcy Judge, and a decision
having been reached without trial or hearing, upon stipulation of the parties,

IT IS ORDERED AND ADJUDGED:

that Clay Equipment Corporation, a/k/a Clay Holding, Inc., shall
recover from defendant Evon Wedemeier the amount of \$38,577.73.
This judgment is non-dischargeable pursuant to 11 U.S.C. § §
523(a)(2)(A) and 523(a)(4).

Vol. III
Page 164



copies mailed with order
on 4/15/93, *TS*

BARBARA A. EVERLY
Clerk of Bankruptcy Court

[Seal of the U.S. Bankruptcy Court]

Date of issuance: 4/15/93

By: *Lorris Slaga*

Deputy Clerk

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

FILED
U.S. BANKRUPTCY COURT S.C.
NORTHERN DISTRICT OF IOWA

APR 15 1993

BARBARA EMBLY, CLERK

IN RE)	Bankruptcy
)	Case No. 92-61555LW
EVON WEDEMEIER,)	
)	
Debtor.)	

CLAY EQUIPMENT CORPORATION,)	Adversary Proceeding
a/k/a CLAY HOLDING, INC.)	No. 92-6241LW
)	
Plaintiff,)	
)	STIPULATED ORDER REGARDING
vs.)	NONDISCHARGEABILITY OF DEBT
)	
EVON WEDEMEIER,)	
)	
Defendant.)	

The United States Bankruptcy Court, Northern District of Iowa, has been advised that this Stipulated Order has been executed between Debtor/Defendant, Evon Wedemeier, as represented by attorney David R. Zellhoefer, and Creditor/Plaintiff, Clay Equipment Corporation, a/k/a Clay Holding, Inc., as represented by attorney Larry L. Anfinson.

Clay Equipment Corporation filed a Complaint to Determine Dischargeability of Debt on November 12, 1992. Pursuant to this Stipulation between the parties, Debtor, Evon Wedemeier, admits that she owes to Plaintiff, Clay Equipment Corporation, a/k/a Clay Holding, Inc., the amount of \$38,577.73, which is the amount of interest that accumulated on funds that she obtained by fraud or embezzlement from Plaintiff. Debtor, Evon Wedemeier, further admits that this amount is nondischargeable pursuant to 11 U.S.C. Sections 523(a)(2)(A) and 523(a)(4). Debtor, Evon Wedemeier, further admits the allegations as provided in Plaintiff's Complaint to Determine Dischargeability of Debt.

The Court so finds and orders on this 14 day of April,
1993. *Judgment shall enter accordingly*

W. G. Se
UNITED STATES BANKRUPTCY JUDGE
United States Bankruptcy Court
Northern District of Iowa

As Stipulated between
Evon Wedemeier and Clay
Equipment Corporation,
a/k/a Clay Holding, Inc.

Evon Wedemeier
Evon Wedemeier
DEBTOR/DEFENDANT

4-9-93
Date

Approved as to form and
content:

David R. Zellhoefer
David R. Zellhoefer ID No. 6166
Chicago Central Building
Suite 507, P.O. Box 477
Waterloo IA 50704
ATTORNEY FRO DEBTOR/DEFENDANT

4-9-93
Date

Larry L. Anfinson
Larry L. Anfinson ID No. 0085
3112 Brockway Rd.
P.O. Box 1287
Waterloo IA 50704
ATTORNEY FOR CREDITOR/PLAINTIFF

March 19, 1993
Date

I certify that on *4/15/93* I mailed a copy of this order and a
judgment by U. S. mail to: Evon Wedemeier, David Zellhoefer,
Larry Anfinson and U. S. Trustee. *JS*

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

RECEIVED
SEP 21 1993
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA
SEP 21 1993

IN RE:
EVON WEDEMEIER,
Debtor.

CLAY EQUIPMENT CORPORATION,
a/k/a Clay Holding, Inc.,
Plaintiff,

vs.

EVON WEDEMEIER,
Defendant.

CASE NO.: 92-61555LW

ADVERSARY NO. 92-6241 LW

RELEASE AND SATISFACTION
OF JUDGMENT

COMES NOW Plaintiff, Clay Equipment Corporation, a/k/a Clay Holding, Inc., by its attorney of record, Larry L. Anfinson, and hereby releases and satisfies the judgment in the above adversary proceeding in full, including all interest and Court costs.

Dated at Waterloo, Iowa, this 15th day of September, 1993.

CLAY EQUIPMENT CORPORATION
a/k/a Clay Holding, Inc.,
Plaintiff

By: [Signature]
Larry L. Anfinson
Randall, Anfinson & Luce
3112 Brockway Rd., P.O. Box 1287
Waterloo, Iowa 50704
Attorneys for Plaintiff

COPY TO:
David R. Zellohefer
Zellohefer Law Offices
Suite 507, The Black's Building
Waterloo IA

PROOF OF SERVICE

The undersigned hereby certifies that
a true copy of the foregoing was

_____ personally delivered

X mailed

to each party or his attorney at
his last known address on the

15th day of Sept, 19 93

[Signature]

Recorded:
Vol. III
Page 164

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

On this 15th day of September, 1993, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Larry L. Anfinson, to me personally known to be the person who executed the foregoing Release and Satisfaction of Judgment, on behalf of the above named Plaintiff, as attorney of record for said Plaintiff, and acknowledged that he executed the same as the voluntary act and deed of said above named Plaintiff and as the voluntary act and deed of himself as attorney of record.


Notary Public in and for the State of Iowa.